

REMARKS

The office action and references cited therein have been carefully considered together with the present application and only minor amendments have been made to a few claims. Claim 5 has been amended to more accurately define the system and to emphasize pre-existing differences between the system as claimed and the prior art that has been cited and applied by the examiner. Claims 7, 12 and 57 have been amended to correct grammatical errors.

The examiner has rejected claims 1-6, 10-27 and 33-69 as being anticipated by Kardos et al. U.S. Patent No. 6,430,562 (hereinafter referred to as "Kardos") and has rejected the remaining claims under 35 U.S.C. § 103 over Kardos in view of Hull et al., U.S. Patent No. 6,487,457 (hereinafter referred to as "Hull").

As will be extensively discussed herein, applicants believe that Kardos simply does not anticipate, teach or suggest the claims of this application as amended, applied singularly or in combination with Hull. With regard to the anticipation rejection, the Court of Appeals for the Federal Circuit has enunciated the law of anticipation clearly and unambiguously in its decisions for many years. It is difficult to anticipate claims because a very high standard is required. An invention is anticipated if the same device or method, including *all* the claim limitations, is shown in a single prior art reference. Every element of the claimed invention must be literally present in the prior art. *Scripps Clinic and Research Found. v. Genentech, Inc.*, 927 F.2d 1565, 1576 (Fed. Cir. 1991); *Richardson v. Suzuki Motor Co.*, 868 F.2d 1226, 1236 (Fed. Cir. 1989); *Connell v. Sears, Roebuck & Co.*, 722 F.2d 1542, 1548 (Fed. Cir. 1983). The *identical* invention must be

shown by the prior art reference in as much detail as is contained in the patent claim. *Richardson v. Suzuki Motor Co., Ltd.*, 868 F.2d 1226, 1236 (Fed. Cir. 1989); *Continental Can Co. v. Monsanto Co.*, 948 F.2d 1264, 1267 (Fed. Cir. 1991); *Titanium Metals Corp. v. Banner*, 778 F.2d 775, 780 (Fed. Cir. 1985).

The examiner has exaggerated and distorted the teachings of Kardos in the rejections of the claims of this application. Kardos is not directed to a system for managing operational facilities, but in fact is stated to be an improvement of a mobile work force management system where a utility can dispatch and schedule work orders such as meter and service orders, with the improvement permitting communication with multiple hosts rather than a single host system. The stated advantages of Kardos is that a mobile work force system may be "integrated across an enterprise". This allows multiple types of work, such as customer initiated work, planned maintenance, door postings, one-call work orders and the like to be assigned and tracked using a single system.

Apart from monitoring the progress of completion of work orders, Kardos has no inspection capability nor is there any selective authorization or operability that is a function of the log-in identity of clients. While the system claimed in the present application has work order functionality, that work order functionality comprises only a small part of the capabilities of the system of the present invention. Moreover, many of the claims of the present invention describe functionality that is not even remotely anticipated, taught or suggested by Kardos.

This is true with respect to claim 1 which claims a system for managing operational facilities which is of the type which utilizes predefined events to carry out managing operations for the facilities, and which comprises, *inter alia*, "at least one client

having a unique log-in identity adapted to selectively send events to said server via said communication link, and a clearing house ... adapted to selective authorize predetermined events by each client according to said log-in identity of each such client ...” There is nothing in the Kardos patent that even remotely shows or suggests a clearing house that is adapted to selectively authorize predetermined events by each client according to said log-in identity of each such client. The Kardos system appears to have unrestricted communication and does not utilize a log-in identity of each client to limit authorization of what can be done by anyone in the work force. The examiner’s reference to column 4, lines 30-65 in Kardos as meeting the clearinghouse element of claim 1 is clearly misplaced. There is no discussion whatsoever concerning authorization of predetermined events by each client according to said log-in identity of each such client. This claim should be allowed.

Claim 4 further defines the system wherein one or more of said server, clearing house and client includes means for defining various levels of authorization for limiting access to predetermined events. Clearly, not only does Kardos not have the log-in identity as defined in claim 1, but totally fails to anticipate, teach or suggest having various levels of authorization as is set forth in this claim.

Claim 5 further defines the system wherein one or more of said server clearing house and client include predefined templates for selected events wherein said templates comprise a plurality of checklist items and possible responses to said checklist items. Nowhere in Kardos is there even a hint of the use of predefined templates for selected events wherein the templates comprise a plurality of checklist items and possible

responses to those checklist items. Kardos simply is not designed to have this capability and therefore cannot anticipate, teach or suggest this claim.

Claim 6 further defines applicants' system wherein said predefined events include one or more events selected from the group consisting of 19 separate events which relate to notification events, tasks events, set up events, work requests and request processing events, as well as work order and work order processing events. Assuming for the sake of argument that Kardos teaches or suggests any of these events, it cannot be honestly concluded that only a few of the events are comparable to those 19 events that are set forth in claim 6. Kardos is not designed to operate in the manner described in this claim and certainly cannot anticipate, teach or suggest a system having this functional capability.

With regard to claim 7, it further defines a system as creating a notification event responsive to preselected ones of said predetermined events not having been completed as prescribed and are therefore overdue. The examiner admits that Kardos is silent regarding the functionality of this claim and cites Hull as supplying the deficiency in an obviousness rejection. However, Hull fails to teach or suggest the subject matter of this claim because there is no notification event produced by Hull responsive to the event being overdue. The citation to column 12, line 65 to columns 13, line 10 which the examiner apparently relies on is totally misplaced. Hull merely contacts a designated person if the system cannot find utility rates in the context of a building management system. Additionally, Hull does not create a notification event responsive to preselected ones of said predetermined events not having been completed.

With respect to claim 11, it claims a system wherein during preselected ones of said events an authorized client is adapted to add new data, edit existing data or exit said event. Kardos fails to anticipate, teach or suggest this claim because it simply does not operate in the manner whereby an authorized client can add new data, edit existing data or exit the event. Claim 12 should be allowable for similar reasons.

With respect to claim 13, it further defines the system wherein said clearinghouse selectively provides authorization to said client to request events in response to said client communicating its unique log-in identity to the server. Since the Kardos system is not concerned with authorization or unique log-in identities, it is incapable of anticipating, teaching or suggesting the subject matter of this claim.

Claim 14 is similarly incapable of being anticipated, taught or suggested by Kardos for the reason that it does not have a download tasks event that can be requested after authorized communication is established. Moreover, claim 15 further defines additional functionality when during said download tasks event the authorized client downloads task list data from the clearinghouse and determines whether the data is valid and also determines whether communication with said server is disconnected when the task list data is not valid. Kardos simply is incapable of anticipating, teaching or suggesting the subject matter of this claim because Kardos simply does not operate in this manner.

Claim 16 adds further functionality wherein during one of a download tasks event or an upload task event, said authorized client is adapted to make an entry into an exception log when communication with said one server is disconnected. Kardos does

not operate in this manner and the notion of an exception log is not mentioned anywhere in the Kardos patent.

Claim 17 further defines the system of claim 16 wherein during one of said downloads tasks event or said upload task event, said authorized client is adapted to check communication for a predetermined maximum retry count when communication with the server is disconnected and make an entry an exception log once the predetermined maximum retry count has been tried. Kardos does not operate in this manner and is therefore incapable of anticipating, teaching or suggesting the subject matter of this claim. Claims 18 and 19 define additional functionality during the download tasks event that is incapable of being performed by Kardos and is not anticipated, taught or suggested by Kardos.

Claim 23 further defines the system wherein during said performed task event said clearinghouse is adapted to forward checklist item data for said task to said server. Claim 24 further defines the system wherein during said performed task event said server is adapted to send said checklist item data to said authorized client and claim 25 further defines a system wherein during said performed task event, said authorized client is adapted to display a list of the checklist items from the checklist item data for completing said checklist items. Kardos simply does not operate in this manner because it does not utilize checklists in the manner as claimed. Further, claim 26 defines a system wherein during said performed task event, said authorized client is adapted to respond, skip or stop said checklist item from said checklist item data until all checklist items have been completed. This claim is not anticipated, taught or suggested by Kardos because it does not operate in a manner which utilizes checklists and certainly does not facilitate the

functionality whereby the authorized client can respond, skip or stop each checklist item from the data as claimed.

Claim 27 further defines the system wherein during said performed task event, said authorized client is adapted to exit the display as claimed, store response data for said checklist item when the client elects to respond to the same and respond, skip or stop the next item from the checklist item data when said authorized client elects to skip said first checklist item. Clearly Kardos does not utilize checklist items in the manner as set forth in this claim and therefore cannot anticipate, teach or suggest it.

With regard to claim 28, it defines the system wherein during said job site set-up event, said authorized client can execute a contact set-up event, a vendor set-up event, an inspection set-up event and a special action set-up event. While the examiner has rejected this claim as being obvious over Kardos in view of Hull, it is submitted that Kardos certainly does not operate in a manner which teaches or suggests these specific events because it does not contemplate or use a vendor set-up event and it does not perform inspections so that an inspection set-up event is not ever carried out. Hull is stated to disclose a system that includes these events with the examiner citing column 12, line 59 to column 13, line 9. However, when that text is reviewed, it is readily apparent that there is nothing written or alluded to, suggested or implied that relates to inspection data or a vendor set-up. Hull has nothing to do with inspections and in fact relates to what happens when a client cannot obtain utility rates in a building supervision and control system. In case there is a failure to obtain rates, contact information is used to attempt to contact designated personnel of the inability to obtain utility rates. This has nothing to do with vendor set-up or inspection data as claimed.

Claim 29 also further defines the system wherein an inspection set-up event further includes a checklist item set-up event that allows an authorized client to input and edit checklist item data for said jobsite data. Clearly, neither Kardos nor Hull has this stated capability.

Claim 30 further defines a system wherein performance rating type set-up event allows said authorized server to display an option menu for yes/no type, multiple options type and numerical type performance rating to said authorized client for selection. There is no inspection carried out by either Kardos or Hull and therefore this claim cannot be taught or suggested by either Hull or Kardos. Moreover, since they do not do inspections and are not concerned with performance rating, they clearly do not have the capability of displaying an option menu for the various types of performance rating that are set forth in this claim.

Since they do not perform the performance rating type set-up event, neither of these references can teach or suggest the subject matter of claim 31 which saves the performance rating type data onto said database. Further, claim 32 cannot be taught or suggested by Hull or Kardos for the reason that they simply do not define tolerance levels to create a special action event for performance rating data stored in the database. Kardos and Hull cannot teach or suggest this claim because neither is designed to carry out inspections at all, much less carrying out a performance rating or define a tolerance level to create a special action event based on performance rating type data.

Claim 33 is not taught or suggested for the simple reason that neither Kardos nor Hull teach or suggest inspection functionality and particularly the functionality of an authorized client inputting and editing inspection templates data for a

specific jobsite. They simply do not have this functionality. Similarly, claim 34 cannot be taught or suggested by Kardos or Hull because they are not concerned with inspection templates data, much less inspection steps that are carried out according to a default checklist item data or a user defined checklist item data stored in said database. The words “inspect” or “inspection” do not appear anywhere in either the Kardos or Hull patents.

Claim 35 further defines the system wherein said clearinghouse is adapted to respond to inspection data sent from an authorized client during an inspection processing event and determine whether the inspection data from said authorized client are valid. Not only are Kardos and Hull not concerned with inspection capability, neither patent discusses determining whether received inspection data is valid. The only checking that appears to be done by Kardos is to determine whether messages were received, which is completely different from what is claimed.

Claim 36 further defines the system wherein during said inspection processing event the clearinghouse is adapted to make an entry in an exception log when said inspection data is not valid and is not taught or suggested by Hull or Kardos, applied singularly or in combination for the same reasons set forth with regard to claim 35. Claims 37, 38 and 39 are not taught or suggested by Kardos or Hull, applied singularly or in combination for the same reasons that were set forth with regard to claims 30, 31 and 32 relating to tolerance levels.

With regard to claim 41, it further defines the system wherein during said work request event, said clearinghouse is adapted to create a notification event for said at least one server to send said revised existing work request data to a contact person for approval

when said list of available jobsites to said authorized client is empty. This as well as claim 42 which is similar but describes the *authorized client* sending a message to a contact person is not taught or suggested by Kardos or Hull, applied singularly or in combination. Kardos simply does not handle work request events in the manner as claimed nor is the claimed creation of a notification event for sending said revised existing work request data to a contact person carried out as a function of the list of available jobsites to said authorized client is empty.

Claim 46 further defines the system wherein during said work request processing event, said authorized client is adapted to enter an approval code when said authorized client accepts a selected open work request from said list. The notion of a client entering an approval code when said authorized client accepts a selected open work request is simply not a capability that is discussed, inferred or suggested by Kardos. Approval in this context or any context is not even mentioned in the Kardos patent. For similar reasons, claims 47 and 48 are not anticipated, taught or suggested by Kardos.

With regard to claim 49, it defines a system wherein during said work request processing event, said authorized client is adapted to enter an explanation for said selected work request data when said authorized client rejects a selected open work request data stored in said database. Kardos does not teach or suggest the functionality of the authorized client rejecting a selected open work request data. Any rejection of a work request in Kardos is done at the server level, i.e., there aren't enough resources in the workforce to carry out some requested work. This is a very different functionality. The notion of a client rejecting a work request is simply not contemplated or discussed in Kardos.

Claim 68 is directed to a method for managing operational facilities using predefined events to carry out managing operations for the facilities as claimed and includes the step of selectively authorizing, by the clearinghouse, said events from each client according to said log-in identity of each such client among the other steps as set forth in the claim. Because Kardos does not selectively authorize events according to the log-in identity of each client, it certainly fails to anticipate, teach or suggest this claim. The arguments that are set forth with regard to claim 1 above also apply here. Claim 70 is also believed to be allowable for the same reasons that were advanced with regard to claim 1.


With regard to the dependent claims that were not specifically discussed herein, these claims depend from one or more other claims and necessarily include the subject matter of those one or more claims in addition to reciting further structure and/or functionality not found in those claims. Because of these reasons, it is also believed that these dependent claims are allowable.

The new claims presented herein merely claim features and functionality that are set forth in the specification particularly the two full paragraphs that begin on page 7 relating to global positioning technology.

For these reasons, applicants respectfully request reconsideration and allowance of all claims presenting appearing in the application.

Respectfully submitted,

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